

CASE # 2:24-cv-10487-UA  
IN THE UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA U.S. DISTRICT COURT  
CENTRAL DIST. OF CALIF.  
SANTA ANA

2024 DEC -5 PM 4:20

PP

WE THE PEOPLE OF THE STATE OF CALIFORNIA, FOR THE BENEFICIAL

INTERESTS OF PETITIONER,

NO IFP SUBMITTED

v.

Velocity Commercial Capitol LLC , Defendant

FEE DUE

## COMPLAINT FOR DECLARATORY RELIEF

### 1. INTRODUCTION

1.1 Petitioner brings this action under the **Declaratory Judgment Act (28 U.S.C. § 2201)** and other applicable federal and state laws to obtain declaratory and injunctive relief regarding the Defendant's fraudulent and unlawful conduct.

1.2 Defendant's fraudulent actions include the unauthorized securitization of Petitioner's mortgage, concealment of material facts, violations of federal disclosure requirements, and initiation of unlawful foreclosure proceedings.

1.3 Petitioner seeks a declaration that the mortgage agreement is void or voidable due to fraud, and that the foreclosure process initiated by Defendant is unlawful.

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### 2. JURISDICTION AND VENUE

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COMPLAINT FOR DECLARATORY RELIEF

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## 2.1 This Court has jurisdiction under:

- **28 U.S.C. § 1331 (Federal Question Jurisdiction):** Claims arise under federal statutes, including the Truth in Lending Act (TILA, 15 U.S.C. § 1601) and the Real Estate Settlement Procedures Act (RESPA, 12 U.S.C. § 2601).
- **28 U.S.C. § 1367 (Supplemental Jurisdiction):** This Court has jurisdiction over related state law claims, including fraud and conversion.

2.2 Venue is proper under **28 U.S.C. § 1391(b)** because:

- The Defendant is headquartered in California.
- A substantial part of the events giving rise to the claims occurred in this district.

### 3. PARTIES

3.1 **Petitioner:** Saran Adams and Mark Adams, a natural person created by God, is the owner of the property at issue, located in

16410 Paris Street, Houston, TX 77021.

3.2 **Defendant:** Velocity Commercial Capital LLC., is a corporation organized under the laws of California, with its principal place of business in Westlake Village, California.

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### 4. LEGAL BASIS

CASE # \_\_\_\_\_

**4.1 Declaratory Judgment Act (28 U.S.C. § 2201)**

*"In a case of actual controversy within its jurisdiction, any court of the United States, upon the filing of an appropriate pleading, may declare the rights and other legal relations of any interested party seeking such declaration, whether or not further relief is or could be sought."*

**4.2 Truth in Lending Act (TILA, 15 U.S.C. § 1601)**

*"The purpose of this subchapter is to assure a meaningful disclosure of credit terms so that the consumer will be able to compare more readily the various credit terms available to him and avoid the uninformed use of credit, and to protect the consumer against inaccurate and unfair credit billing and credit card practices."*

**4.3 Real Estate Settlement Procedures Act (RESPA, 12 U.S.C. § 2601)**

*"It is the purpose of this chapter to effect certain changes in the settlement process for residential real estate that will result in more effective advance disclosure to home buyers and sellers of settlement costs, and in the elimination of kickbacks or referral fees that tend to increase unnecessarily the costs of certain settlement services."*

**4.4 Fraud (California Civil Code § 1572)**

*"Actual fraud consists of acts committed with intent to deceive another party to a contract, including the suggestion of false facts or concealment of material facts by one who is under a duty to disclose them."*

UNDER GOD,

CASE # \_\_\_\_\_

#### 4.5 Conversion

Conversion occurs when one unlawfully exercises control over the property of another, depriving the owner of its use or possession.

### 5. FACTUAL BACKGROUND

5.1 Petitioner executed a mortgage agreement with Defendant on \_\_\_\_\_.

5.2 Defendant securitized the promissory note without informing or obtaining the consent of Petitioner, materially altering the nature of the agreement.

5.3 Defendant concealed the securitization and its effects on the loan terms, depriving Petitioner of critical information required under TILA and RESPA.

5.4 Defendant initiated foreclosure proceedings based on the fraudulent mortgage agreement, compounding the harm caused to Petitioner.

### 6. CLAIMS FOR RELIEF

#### Count I: Declaratory Relief (28 U.S.C. § 2201)

6.1 Petitioner seeks a declaration that the mortgage agreement is void or voidable due to fraud and material misrepresentation.

6.2 Petitioner seeks a declaration that Defendant's foreclosure process is unlawful.

UNDER GOD,

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**Count II: Violation of the Truth in Lending Act (15 U.S.C. § 1601)**

6.3 Defendant violated TILA by failing to disclose the material terms of the loan and securitization process.

**Count III: Violation of the Real Estate Settlement Procedures Act (12 U.S.C. § 2601)**

6.4 Defendant violated RESPA by engaging in improper loan servicing practices, including dual tracking and failure to mitigate damages.

**Count IV: Fraud (California Civil Code § 1572)**

6.5 Defendant knowingly concealed material facts about the loan and securitization process, inducing Petitioner to enter into the agreement under false pretenses.

**Count V: Conversion**

6.6 Defendant unlawfully converted Petitioner's financial and property rights by securitizing the loan without authorization and initiating foreclosure proceedings based on fraudulent terms.

**7. RELIEF REQUESTED**

WHEREFORE, Petitioner respectfully requests that this Court:

7.1 Declare the mortgage agreement void or voidable.

7.2 Declare the foreclosure process invalid and enjoin Defendant from proceeding with foreclosure actions.

7.5 Grant all relief required by the rule of law.

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DATED: December 2, 2024

Respectfully submitted,

*sara-johnson:alma*

*red-obj:Dm*

Plaintiff

UNDER GOD,

CASE # \_\_\_\_\_

Susan Adams and Mark Adams  
9444 Cullen Boulevard  
Suite 331005  
Houston, Texas 77033

**December 2, 2024**

**Velocity Commercial Capital**  
30699 Russell Ranch Rd  
Suite 295  
Westlake Village, Ca 91362

**Subject: Formal Demand for Surety Bond and Insurance Information**

Dear [Fake Mortgage Company or Specific Contact Person],

This is a formal demand under applicable laws and regulations, including the **California Residential Mortgage Lending Act (CRMLA)**, for the production of your company's surety bond and insurance information, as required to comply with state and federal licensing obligations.

**1. Request for Surety Bond Information**

Pursuant to your company's obligations as a licensed mortgage company operating in California, please provide:

- The name, address, and contact information of the surety company that issued the bond.
- A copy of the surety bond issued to your company, specifying its coverage amount and effective dates.

**2. Request for Insurance Information**

Additionally, please provide the following insurance details:

- Copies of liability insurance policies held by your company, including coverage for errors and omissions (E&O) or professional liability insurance.

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- Confirmation of compliance with any additional bonding or insurance requirements imposed by applicable regulatory authorities.

### 3. Legal Basis for Demand

This request is made in reliance on:

- The California Residential Mortgage Lending Act (CRMLA), which requires licensed mortgage companies to maintain surety bonds.
- Federal and state consumer protection laws mandating transparency and accountability in mortgage lending practices.

As a regulated entity, your company is obligated to maintain and disclose this information upon request from affected parties or stakeholders.

### 4. Deadline for Compliance

Please provide the requested information in full no later than **12/10/2024**. Failure to comply may result in further legal action to enforce this request.

### 5. Reservation of Rights

This letter is not intended to waive any rights, claims, or remedies I may have under applicable law. I reserve all rights to pursue further legal action if your company fails to respond or comply with this demand.

### 6. Contact Information

Please direct all responses to the address above or via email

Sarah.Johnson.adams@msn.com

Thank you for your immediate attention to this matter.

Sincerely,

Sarah.Johnson.adams

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**ADDENDUM TO THE VERIFIED COMPLAINT**

**VERIFICATION**

I, Saran Adams and Mark Adams, am the Plaintiff in the above-entitled action. I verify under the laws of the United States of America and under God, as the ultimate witness to the truth, that the statements made in the attached Complaint are true and correct to the best of my knowledge, information, and belief.

Executed this December 2, 2024, in [City, State] Houston,  
Texas.

Respectfully Submitted,

Saran-johnson:adams

ss-whyden

Pro Se Plaintiff

**ATTACHMENT**

This verification is an addendum to the Complaint titled:

**WE THE PEOPLE OF THE STATE OF CALIFORNIA, FOR THE BENEFICIAL  
INTERESTS OF PETITIONER v. VELOCITY COMMERCIAL CAPITAL LLC.**

Case Number: \_\_\_\_\_

UNDER GOD,

CASE # \_\_\_\_\_  
IN THE UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA

WE THE PEOPLE OF THE STATE OF CALIFORNIA, FOR THE BENEFICIAL  
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#### **4.5 Conversion**

Conversion occurs when one unlawfully exercises control over the property of another, depriving the owner of its use or possession.

### **5. FACTUAL BACKGROUND**

5.1 Petitioner executed a mortgage agreement with Defendant on April 18<sup>th</sup>, 2022.

5.2 Defendant securitized the promissory note without informing or obtaining the consent of Petitioner, materially altering the nature of the agreement.

5.3 Defendant concealed the securitization and its effects on the loan terms, depriving Petitioner of critical information required under TILA and RESPA.

5.4 Defendant initiated foreclosure proceedings based on the fraudulent mortgage agreement, compounding the harm caused to Petitioner.

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UNDER GOD,

CASE # \_\_\_\_\_

DATED: December 2, 2024

Respectfully submitted,

*Sarah-Johnson Adams*

*msl-attorneys.com*

Plaintiff